



**REGULAR WORK SESSION & MEETING OF THE CITY COUNCIL
November 8, 2016**

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

**5:30 PM DINNER & EXECUTIVE SESSION
6:00 PM WORK SESSION
7:30 PM REGULAR MEETING**

Executive Session

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1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **Open Meetings Act**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **City Attorney Evaluation**
 - **Associate Judge Selection**
-

2. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

WORK SESSION

3. Present And Discuss **Oktoberfest 2016 Operations And Financial Reconciliation.**
4. Present An **Update From Fred Hill, Former State Representative, Concerning Legislative Issues.**

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. Public Comment.
The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

7. Consider Approval Of The October 20, 2016 Regular Meeting Minutes.
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8. Consider Approval Of The Purchase Of (2) 2017 Sedans, (1) 2017 Hybrid Electric Vehicle, (3) 2017 Half-Ton Trucks, (2) 2017 Three-Quarter Ton Trucks, (3) One Ton Trucks, (1) Sport Utility Vehicle, (1) Sweeper Truck Under The Town's Inter-local Agreement With The Texas Local Government Purchasing Cooperatives Houston Galveston Area Council Of Government (HGAC) And Texas SmartBuy In An Amount Not To Exceed \$504,897.42.
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9. Consider A Resolution Authorizing The City Manager To Approve A Contract With Shiroma Southwest For Public Relations To Promote The Town Of Addison's Special Events.
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10. Consider And Authorize The City Manager To Approve A Final Payment To Canary Construction, Inc. For The Construction Of The Les Lacs Pond Water Well Transfer Piping System In An Amount Not To Exceed \$12,032.50.
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11. Consider A Resolution Allowing Addison To Participate In The Dallas County Emergency Management Plan.
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Regular Items

12. Discussion Of Ron Whitehead's Appearance Before The Council And Matters Related To Town Operations During Mr. Whitehead's Tenure As City Manager.
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13. Present, Discuss And Consider Approval Of A Resolution Appointing Members To The Planning & Zoning Commission.
-

14. Present, Discuss And Consider Approval Of A Resolution Appointing Members To The Board Of Zoning Adjustment.
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15. Present, Discuss And Consider Approval Of A **Resolution Approving A First Amended And Restated Joint Fire Training Center Interlocal Cooperation Agreement Among The City Of Carrollton, Texas, The City Of Coppell, Texas, The City Of Farmers Branch, Texas And The Town of Addison.**

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:

Laura Bell, 11/4/2016, no later than 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7017 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1986

1.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **Open Meetings Act**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **City Attorney Evaluation**
- **Associate Judge Selection**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-1987

2.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: General Services

AGENDA CAPTION:

Present And Discuss **Oktoberfest 2016 Operations And Financial Reconciliation.**

BACKGROUND:

Oktoberfest is one of four main special events the Town promotes each year. This event focuses on promoting tourism for the Town and is recognized as one of the most authentic Oktoberfest celebrations outside of Germany. This four day event features authentic food, music, and fun. The event was held on September 15-18, 2016 at Addison Circle Park.

The Finance Department has prepared a report of the revenues and expenses of the Oktoberfest event held this last September. The reconciliation process incorporated improved tracking forms for tickets and cash. This updated process enabled the Finance team to quickly compile the necessary information at the end of each day and at the end of the event and is line with the recommendations regarding improved internal controls.

Oktoberfest 2016

Total Attendance	48,754
Revenues	\$1,856,840
Expenditures	\$1,710,723
Profit	\$146,117

RECOMMENDATION:

Information only, no action required.

AI-1968

4.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

Present An **Update From Fred Hill, Former State Representative, Concerning Legislative Issues.**

BACKGROUND:

Fred Hill will present an update of the upcoming 85th session of the Texas Legislature. City Council will also have an opportunity to consider a draft legislative agenda for the Town.

RECOMMENDATION:

Information only, no action required.

Attachments

Draft Legislative Agenda



CITY MANAGER'S OFFICE

Town of Addison 2017 Legislative Priorities

The Town of Addison, through its various governmental agencies and business community, promote the following legislative priorities in an effort to collaborate and maintain a good working relationship with our state legislators.

LOCAL CONTROL

- Oppose any measures that would limit, reduce, or remove the local control that municipalities have today regarding their respective abilities to govern, finance, or otherwise make decisions on behalf of the communities we serve.
- Support legislation which promotes the authority of home rule cities to govern themselves as a sovereign entity.
- Support legislation which states appraisals should reflect the true market of the value of property
- Support legislation which assists the Town of Addison with exponential growth while giving due consideration to family and/or business budgets
- Encourage and support local participation in issues that directly impact local government operations
- Oppose unfunded state mandates that place a fiscal burden on municipalities

ECONOMIC DEVELOPMENT

- Support tax abatements and other economic development incentives
 - Continue to support local control and flexibility in the use of tax abatements, tax increment financing, reinvestment zones, and other incentives to promote economic development and job creation
 - Continue to support the Texas Enterprise Fund
- Support including Fortune 500 Corporate Headquarters as an eligible project for Chapter 313 value limitation from the school district
- Support for streamlining the Texas process for economic development

- incentives
- Support incentives for high-tech, innovation-driven startup companies

EDUCATION & WORKFORCE

- Support efforts that would more adequately fund education from state revenue funds that would also decrease the amount of recapture currently required of districts such as the Dallas Independent School District.
- Support local control of the education system
- Support the Skills Development Fund

TRANSPORTATION

- Support further increase Texas Department of Transportation funding
- Support legislative plan to fund the state's transportation needs through the current motor vehicle sales tax and the associated transportation related debt.
- Support the Regional Transportation Council's legislative agenda. Making real, meaningful progress on DART initiatives is vital as north Texas continues to grow rapidly. More specifically, the DFW region continues to grow at a rate that is simply overwhelming the transportation system.
- Support opportunities to link transportation and land use surrounding public use and general aviation airports
- Support increased funding to foster airport development for public use and general aviation airports to meet future demands
- Support high-speed rail access between major metro areas

TAXES & SPENDING

- Support amendments to the hotel occupancy tax statute that would rebate a portion of the state Hotel Occupancy Tax (HOT) revenues to Texas cities for use in the development, maintenance, and operations of convention centers and other meeting facilities
- Oppose any attempt to adopt the Streamlined Sales Tax (SST) measure as has been discussed in past sessions unless the State of Texas maintains origin sourcing.
- Oppose any further changes in the sourcing of sales tax remittance from the current origin of sale method to any method that would include destination as the manner in which sales tax remittance is calculated.
- Oppose any legislation that would limit the elected Mayors and City Councils of Texas municipalities from adopting budgets that they deem appropriate for their respective communities or that would require voter approval for increases in expenditures.
- Oppose any legislation or attempt to alter the manner in which municipalities in the State of Texas currently generate revenues or to require voter approval of revenue increases.
- Oppose any and all efforts to implement ad valorem property tax caps.

WATER

- Support efforts and legislation that would allocate state funding to increase water supply within the state including, but not limited to:
 - the development of additional reservoirs
 - the extension of pipelines/pumping systems to transport available water from outside the region/state
 - the development of non-conventional water supply resources, such as desalination, water reuse, etc.
- Support legislation which promotes maintaining local control of water conversation efforts within individual districts and/or municipalities
- Support legislation to streamline water project permitting process at both the state and federal level

ELECTIONS

- Support efforts and legislation to maintain the May and November Uniform Election dates

OPEN GOVERNMENT

- Support efforts to allow for internet publication of legal notices rather than requiring publication in a paper of record.

OIL AND GAS WELLS

- Support any efforts that would provide municipalities more ability to control the site of oil and gas wells as they relate to residential developments, any occupied buildings, and environmental sensitive areas such as creeks, rivers and drainage ways.

AI-1983

7.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Secretary

AGENDA CAPTION:

Consider Approval Of The **October 20, 2016 Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the minutes for approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes

Addendum Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 20, 2016

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

5:00 PM Executive Session

6:30 PM Work Session

7:30 PM Regular Meeting

Present: Mayor Meier; Mayor Pro Tempore Arfsten; Deputy Mayor Pro Tempore Hughes; Councilmember Angell; Councilmember Duffy; Councilmember Walden; Councilmember Wilcox

Executive Session

1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **DART Legal Options**
- **Open Meetings Act**
- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial Court, Dallas, County**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **City Secretary Evaluation**
- **City Attorney Evaluation**

Council convened into Executive Session at 5:03 pm.

5. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Council reconvened out of Executive Session at 7:20 pm.

Council took action regarding the Executive Session item listed in the addendum. The action is noted in the minutes for the addendum.

WORK SESSION

3. Present And Discuss The **Road Closures On Belt Line Road Due To The Relocation Of Gas Lines By Atmos Energy On Belt Line Road.**

Jan Rugg, Atmos Energy Manager of Public Affairs, presented the item to Council. She stated that Atmos Energy will be replacing gas lines on Belt Line And Midway Road. The work will impact the traffic but is expected to not impact customers of Atmos. Ms. Rugg and Operations Director, Allen Hawkins, presented information regarding the timeline for the project and the impact on the road itself.

4. Present And Discuss An **Update Regarding The Les Lacs Lake Edge Project.**

Parks Director, Michael Kashuba, presented the item to Council. Mr. Kashuba stated following the presentation to Council on August 23, 2016, staff was asked to look at options to improve the aesthetics at the Les Lacs Lake. Council tasked staff to gather more community input and to find effective ways to communicate the project updates with the residents. The next steps in the process now needs to be discussed.

Mr. Kashuba stated a decision as to whether or not to fix the issues with landscape maintenance or to completely redesign the lake itself is needed at this time.

Deputy Mayor Pro Tem Hughes asked how quickly the decision needs to be made for the edge.

Mr. Kashuba stated that the liner is deteriorating but not failing at this point. He stated the plan on when to quit maintenance and when to do repairs needs to be made. This is more of a plan for the future to be prepared.

Mayor Meier stated he feels like this conversation keeps going around and around with aesthetics of the lake that has been talked about for 2 years. He stated he would feel more comfortable making the decision with the costs that are associated with the decisions listed also.

City Manager, Wes Pierson, stated he agrees that this discussion has gone around numerous times. He stated however, there has never been a consensus as what is to be done as direction from Council. He stated at this point, staff needs direction rather than come with an idea of what needs to be done and have to start over if that idea isn't in line with the Council direction.

Mayor Meier stated he would like to see an evaluation of the viability of what the Council believed was going to happen 2-3 years ago. He stated staff had conducted meetings with the community and had a game plan to start with for the project. He asked if staff can start there with that idea and see if it's still viable and the cost implications for those ideas.

Mr. Pierson stated that would be a good idea but the issue is that what Council thinks and what staff thinks is the idea may be completely different than what the community thinks was agreed upon at that time. If staff starts with those ideas and the community doesn't agree, everyone is at the beginning again. Staff is trying to manage the expectations of what will be done at this location.

Mayor Meier stated there is a need to communicate with the community why there needs to be changes from what was agreed upon 3 years ago. Everyone understands things change. But communicating with the community as to what was the original idea was and going forward what the options are at this time. Mayor Meier stated until the Town can address what it said it could do 3 years ago in some kind of final analysis, the Town is hard pressed to move on to the next step.

Councilmember Duffy stated that step has already been done, prices keep going up and there is no option to do what was originally agreed upon.

Mayor Meier stated that between Council there's a difference of

opinion on what was originally promised. He stated what was originally promised was a significant aesthetic improvement around the lake incorporated in that original plan. He stated that now just in the past year, the plan has gone away and the question is what to do with the edge. He stated if go back 2-3 years ago there is an aesthetic component of the plan and along the way it has fallen by the wayside. He stated now the Town needs to take what was promised 2-3 years ago, what is now known about the lake edge and the fixes needed and communicate that with the community.

Mr. Kashuba then gave an update on the well work and the water circulation project that is close to completion.

Deputy Mayor Pro Tem Hughes asked if this was the current status of the lake and the lake edge and the landscaping will be put on hold until a decision can be made as how to proceed.

Mr. Pierson clarified that the two projects are separate. The well work and the water circulation improvements are a separate project from the lake edge and aesthetics issue needing to be addressed. He stated it needs to be clear to the citizens that one project will be completed in November while the other is still being discussed. Staff is at the decision point of improving the landscape now and dealing with the lake edge separately or finding the funds to complete both the lake edge and the improved landscape at the same time. Mr. Pierson stated it would involve increased communication with the community and managing expectations.

5. **Present And Discuss The Future Phasing Of The Belt Line Road Utility Undergrounding Project.**

Item #5 was discussed before Item #4 at staff request.

Assistant Director of Infrastructure, Jason Shroyer, presented the item to Council. Mr. Shroyer informed Council this item was to update the Council on the status of Belt Line Road. He would also discuss future projects related to Belt Line Road and prioritizing tasks.

Mr. Shroyer stated the Belt Line Road Undergrounding project from Marsh Lane to Midway Road began in late 2014. The project continues now and is on time and within budget. Mr. Shroyer stated after contractors John Burns complete the work assigned to them in approximately late November, Oncor, AT&T, Fiberlite and Time Warner Cable will then bring their portion of the project which

consists of installing and removing the lines from overhead poles and Oncor removing the remaining empty poles.

Council discussion focused on completion of pole pulls and a clear understanding of when this phase of the project would be complete. Council would like to staff to communicate with them and citizens the timeframe on this portion of the project. Council understands that some of the timing may be out of the Town's control but a general timeframe would be helpful to all.

Parks Director, Michael Kashuba, continued the presentation. Mr. Kashuba stated that in order for staff to move forward as to which items should be included in the next phases of this project, decisions need to be made which items are most important to Council and citizens.

Mayor Meier asked if this decision process would be solely for the Belt Line Road Project or in general for any project needing decisions.

Mr. Kashuba stated this is a new process staff is presenting for any decisions that have significant cost implications. Staff would like to get Council's approval with this process to move forward in making decisions on which parts of the project need to be included in the next phases.

City Manager, Wes Pierson, stated the idea behind this concept is to answer the question, Can we do more than was planned before or does the project need to be phased? He stated staff would gather the information, gather input from the public and then come back to Council to get clear direction as to how to proceed and the funding levels needed to accomplish the goals.

Council discussed the flexibility of the phasing in parts of the project. Concern was also raised about the longevity of the road without the overlay being done in a timely manner. Council directed staff to include the impact the Master Transportation Plan would have on the Belt Line Road completion.

Council asked about the cost for implementing, maintaining and the sustainability of the landscape features included in the next phases of Belt Line Road. Mr. Kashuba stated the ongoing maintenance and sustainability of the landscape would be part of the decision process.

Council agreed the decision hierachy process is a good idea and to move forward with the options for the next phases of Belt Line Road.

Information regarding the included items, cost analysis and time commitments will be included in those decision packages.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker with fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

There were no speakers.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

Councilmember Duffy requested Item 7 be pulled.

Deputy Mayor Pro Tempore Hughes requested Item 12 be pulled.

Mayor Meier requested Item 13 be pulled.

Mayor Pro Tempore Arfsten moved to approve Items 8,9,10 &11 as submitted. Councilmember Wilcox seconded the motion. The vote was cast 7-0 in favor of the motion.

Item 7 (Minutes): Councilmember Duffy stated the wording for Item #12 in the minutes should reflect the request to discuss the item further in Worksession rather than as presented stating "to discuss further at a future meeting". Councilmember Duffy moved to

approve Item 7 as amended. Councilmember Walden seconded the motion. The vote was cast 7-0 in favor of the motion.

Item 12 (World Affairs Agreement): Deputy Mayor Pro Tempore Hughes stated he wanted to pull the item to recognize the work that the World Affairs Council and staff do together. Beth Huddleston from the World Affairs Council was in the audience and recognized. Deputy Mayor Pro Tempore Hughes also stated the spotlight country for this year would be Japan. Deputy Mayor Pro Tempore Hughes moved to approve Item 12 as submitted. Mayor Pro Tempore Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

Item 13 (Cotton Belt Resolution): Mayor Meier stated he pulled the item to just reflect the Council's support for this item. He stated also that included in the Resolution is the Town's support of the D2 line which is consistent of the entire regional approach of the project. Mayor Meier moved to approve Item 13 as submitted. Mayor Pro Tempore Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

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7. Consider Approval Of The **October 11, 2016 Regular Meeting Minutes.**

 8. Consider Approval Of A **Resolution Designating Representatives To The Local Government Investment Cooperative To Transact Business On Behalf Of The Town Of Addison.**

 9. Consider Approval Of A **Resolution Authorizing The Town Of Addison To Designate Representatives To The TexPool Local Government Investment Pool.**

 10. Consider Approval Of A **Resolution Authorizing The Town To Designate Representatives To The TexStar Investment Pool To Transact Business On Behalf Of The Town Of Addison.**

 11. Consider Approval Of A **Resolution Adopting The Town Of Addison Investment Policy And Strategy For Fiscal Year 2017.**

 12. Consider Approval Of A **Resolution Authorizing The City Manager To Approve A Contract With The World Affairs Council Of Dallas/Fort Worth For Consulting Services** In An Amount Not To Exceed \$60,000.

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13. Consider Approval Of A **Resolution Urging The Dallas Area Rapid Transit Board Of Directors To Approve A 2017 Financial Plan That Includes A Revenue Start Date Of 2022 Or Sooner For The Cotton Belt Rail Line And To Maintain Funding In The FY2017 Budget That Is Dedicated For The Development Of The Cotton Belt Rail Line From DFW Airport To Plano.**
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Regular Items

14. Present, Discuss And Consider Approval Of A Resolution **Appointing Members To The Planning & Zoning Commission.**

Mayor Meier stated Councilmembers Walden, Angell and Duffy had the opportunity to appoint members to the Planning & Zoning Commission.

Councilmember Walden stated he would like to appoint John Meleky. Councilmember Duffy stated he would like to appoint Tom Braun. Councilmember Angell stated he would like to appoint Katherine Wheeler.

Mayor Meier moved to table the vote on the item until the November 8 meeting. Councilmember Wilcox seconded the motion.

Councilmember Duffy questioned the delay in the vote. Mayor Meier stated in the past the vote has been done at the meeting after the nominations are made. This allows the other Councilmembers to talk to nominated citizens.

The vote was cast 7-0 in favor of the motion.

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15. Present, Discuss And Consider Approval Of A Resolution **Appointing Members To The Board Of Zoning Adjustment.**

Mayor Meier stated that Councilmembers Walden, Duffy and Angell had the three nominations for the Board of Zoning Adjustment.

Councilmember Walden stated he would like to reappoint Troy Cooper.

Councilmember Duffy stated he would like to appoint Linda Groce. Councilmember Angell stated he would like to appoint Larry Brown.

Mayor Meier moved to table the vote on the item until the November 8th meeting. Councilmember Angell seconded the motion. The vote

was cast 7-0 in favor of the motion.

16. Discuss And Consider Approval Of A **Resolution Adopting The Addison Athletic Club Master Plan.**

Recreation Manager, Randy Rogers, presented the item to Council. Mr. Rogers stated this item is to allow the City Council to adopt the Addison Athletic Club Master Plan as presented at the October 11, 2016 meeting with the exhibit attached for the top priorities needed to be completed. Once adopted, the funding options will be brought back to Council for further consideration.

Councilmember Angell asked about the number of racquetball courts and if that is sufficient for the needs of the users. Mr. Rogers stated that originally the plan took out all 4 courts. The revised plan keeps 2 of the courts open for racquetball use. The other two courts are currently being used as exercise rooms and will continue to be used in that function.

Mayor Pro Tempore Arfsten moved to approve the item as submitted. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

17. Present And Discuss The **Quarterly Update From The Finance Committee To The Council For The Period From June 2016 To October 2016.**

Deputy City Manager, Cheryl Delaney introduced the item. Ms. Delaney reviewed the function of the Finance Committee. Ms. Delaney also reviewed the topics the Finance Committee has discussed at previous meetings. Ms. Delaney introduced Purchasing Manager, Wil Newcomer.

Mr. Newcomer made a presentation to Council regarding the Purchase Card (P-card) policies, guidelines and procedures of the Town. Mr. Newcomer stated the program is working well and the policies are being followed by the staff.

Ms. Delaney reviewed the item with Council. Deputy Mayor Pro Tempore Hughes stated the committee wanted this item to be retroactive to July to help assist the new Councilmembers fully understand the committee functions.

Council recessed at 9:22 pm.
Council reconvened at 9:28 pm.

18. Present And Discuss The **Status Of A Safe Deposit Box Assigned To The Town Of Addison Located At The Bank Of America Branch At The North East Corner Of Dallas Parkway And Belt Line Road.**

Deputy City Manager, Cheryl Delaney presented the item to Council. Ms. Delaney stated staff became aware of the safe deposit box in August 2016. After researching the box and history, staff learned the signature card on file contained the name of 3 former employees. In order to gain access to the box, staff would need to have Council approve a Resolution appointing new signators to the box. Staff took the Resolution to the bank to show the affirmation of the new signers to the box. The following employees were designated as signers: Cheryl Delaney, Deputy City Manager, Charles Goff, Assistant Director of Development Services and Planning and Caitlan Smelley, Assistant to the City Manager.

On September 22, 2016 Cheryl Delaney, Caitlan Smelley and Charles Goff were granted access to the box. The box was empty. The outstanding balance of \$658 was paid to the bank and the safe deposit box was closed.

To the best of staffs' knowledge, there are no other safe deposit boxes for the Town. Staff does not see a need to have a safe deposit box at this time.

Deputy Mayor Pro Tempore Hughes asked if staff knew why the box was set up in the first place.

Ms. Delaney stated staff does not have information on the history the box.

Councilmember Wilcox asked how long the box had been open. Ms. Delaney stated the box was opened in 1994.

Mayor Meier stated that the signature card was signed 6 times. He asked who visited when.

Ms. Delaney stated that there were 6 times the box was opened by Sandra Goforth and Randy Moravec opened the box in 2004. On February 25, 2014, City Manager Ron Whitehead and Charles Goff went to open the box. The signature card shows a line through Mr. Whiteheads' signature because he was unable to access to the box because he did not have the correct key.

Councilmember Wilcox asked if the keys went to other safe deposit boxes.

Ms. Delaney stated to the best of staff's knowledge there are no other safe deposit boxes in the Town's name.

City Manager, Wes Pierson, stated that this box was associated with the account at Bank of America for the Metroplex Mayor's Association in which the Town is the Treasurer. Bank of America no longer wishes to hold that account so everything with the bank in that name is being closed and switched over to another bank.

Mayor Meier stated he had several questions regarding this item. He asked if there were any internal controls that allowed this to happen. He asked if there were safes that could be used if needed.

Ms. Delaney stated there were several safes in Town offices that were available and could be used. There was no need for one at a bank.

Mayor Meier asked if staff knew why Mr. Whitehead tried to access the box on February 25, 2014. He asked if staff knew what Mr. Whitehead was looking for in the box that day.

Councilmember Duffy stated he knew because he spoke to Mr. Whitehead. Councilmember Duffy stated the keys were found and at the time he and a staff member went to see if those keys belonged to that box.

Mayor Meier asked if there are multiple safe deposit boxes that the keys belong to and staff is not aware of where those boxes are located

Ms. Delaney stated staff is unaware of any other boxes.

Mayor Meier asked if any COSO guidelines or best practices will be put in place with regards to safe deposit boxes.

Ms. Delaney stated going forward any safe deposit boxes will be secured with the same depository as the Town uses and that would only come after a Council approval.

Mr. Pierson stated the process right now is to not have a safe deposit box.

Mayor Meier stated he would like to speak with Mr. Whitehead regarding this box and other issues.

Councilmember Duffy stated that he has been told by Mr. Whitehead that he (Mr. Whitehead) would like to come and discuss this with Council in hopes to close the outstanding issues.

Councilmember Duffy moved to direct the City Manager to invite Mr. Whitehead to a future meeting to discuss outstanding issues and have a conversation about decision making. Mayor Meier seconded the motion. The vote was cast 7-0 in favor of the motion.

Deputy Mayor Pro Tempore Hughes stated he hoped the conversation wouldn't be contentious.

Councilmember Duffy stated he believed the conversation would help everyone to move on.

Deputy Mayor Pro Tempore Hughes stated he was eager to move on and be positive.

Adjourn Meeting

Council adjourned the meeting at 9:47 pm.

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL EXECUTIVE SESSION

October 20, 2016

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

5:00 Executive Session

Present: Mayor Meier; Mayor Pro Tempore Arfsten; Deputy Mayor Pro Tempore Hughes; Councilmember Angell; Councilmember Duffy; Councilmember Walden; Councilmember Wilcox

1a Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

Council convened into Executive Session at 5:03 pm.

2. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Council recessed from Executive Session at 7:20 pm.

Deputy Mayor Pro Tempore Hughes moved to ratify the agreed order with TCEQ signed by the City Manager on 10/14/2016. Mayor Pro Tempore Arfsten seconded the motion. The vote was cast 7-0.

This item along with the Executive Session items on the agenda for October 20, 2016 were discussed.

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: General Services

AGENDA CAPTION:

Consider Approval Of The **Purchase Of (2) 2017 Sedans, (1) 2017 Hybrid Electric Vehicle, (3) 2017 Half-Ton Trucks, (2) 2017 Three-Quarter Ton Trucks, (3) One Ton Trucks, (1) Sport Utility Vehicle, (1) Sweeper Truck Under The Town's Inter-local Agreement With The Texas Local Government Purchasing Cooperatives Houston Galveston Area Council Of Government (HGAC) And Texas SmartBuy** In An Amount Not To Exceed \$504,897.42.

BACKGROUND:

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council (HGAC) and the Texas Smart Buy Cooperative. By participating in these cooperative purchasing agreements, we are able to receive better prices on items we need.

The following vehicles have reached the end of their useful life and are recommended to be replaced with 2017 models:

Department	Current Vehicle	Replacement Vehicle
Fire (Prevention)	2006 Hybrid Electric	2017 Hybrid Electric
Police (Criminal Investigation)	2007 CID vehicles (2)	2017 CID vehicles (2)
Parks	2008 trucks (3)	2017 trucks (3)
Streets	2008 vehicles (2); 2006 vehicle	2017 vehicles (3)
Development Services	2008 vehicles (2)	2017 vehicles (2)
Airport	2001 Sweeper Truck	2017 Sweeper Truck
Airport	2006 SUV; 2005 truck	2017 SUV; 2017 truck

The attached cooperative bid tabulation reflects the purchase cost of each of the new vehicles.

Fund	Budget Amount	Cost
Capital Equipment Replacement Fund	\$370,000	\$303,432.42
Airport Fund	\$229,000	\$201,465

All of the replaced vehicles will be auctioned at the next Town vehicle auction. There are sufficient funds budgeted for Fiscal Year 2017 in the Capital Equipment Replacement Fund and Airport Fund to cover the recommended expenditures.

RECOMMENDATION:

Administration recommends approval.

Attachments

Cooperative Bid Tab



FY 16-17 New Fleet Vehicle/ Equipment Replacement Purchases
 General Services Department
 Cooperatives Bid Tab

Cooperative Agency	Bidder	Bid #	Bid Total	Vehicle / Equipment
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Tymco Inc.	SW04-16	\$136,780.00	(1) Sweeper Truck
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$16,840.50	(1) Sedan
Texas SmartBuy	Sam Packs Five Star Chevrolet	072-A1	\$18,903.00	(1) Sedan
Texas SmartBuy	Sam Packs Five Star Ford	071-A1	\$22,108.00	(1) Sedan
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$32,588.64	(1) 1 Ton Truck
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$73,995.28	(2) 3/4 Ton Trucks
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$24,746.00	(1) 1/2 Ton Truck
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$31,472.00	(1) 1 Ton Truck
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$41,263.00	(1) 1 Ton Truck
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$29,599.00	(1) 3/4 Ton Truck
Texas SmartBuy	Sam Packs Five Star Chevrolet	071-072-AT	\$35,086.00	(1) SUV
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$41,516.00	(2) 1/2 Ton Trucks
			\$504,897.42	

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: Communications & Marketing

AGENDA CAPTION:

Consider A **Resolution Authorizing The City Manager To Approve A Contract With Shiroma Southwest For Public Relations To Promote The Town Of Addison's Special Events.**

BACKGROUND:

In 2014 the Town of Addison performed an agency review for a firm to publicize the Town of Addison's special events. Shiroma Southwest was selected and have continued to provide public relations support for Taste Addison, Kaboom Town!, Summer Series and Oktoberfest over the past three years. This year alone, Taste Addison, Kaboom Town! and Oktoberfest garnered nearly 500 million gross impressions and the equivalent of almost \$2.9 million in publicity value due to Shiroma's efforts.

Staff recommends renewing our contract with Shiroma Southwest for \$90,000:

- \$80,000 for special event public relations support for 2017
- Not to exceed amount of \$10,000 for expenses. This expense amount is comparable to what has been paid in past years, but a defined maximum has never been included in the contract

This total contract amount is consistent with the amount paid last year, is included in this year's Marketing budget and funded through the Hotel fund.

Last year the Town had a second contract with Shiroma for \$49,500 for general website assistance and social media content creation. That contract will not be renewed this year. Those duties will be assumed by the new marketing position that was approved in the Fiscal Year 2017 budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LETTER AGREEMENT BETWEEN TOWN OF ADDISON AND SOUTHWEST SPEAKERS BUREAU, INC. D.B.A. SHIROMA/SOUTHWEST FOR EVENT PUBLIC RELATIONS AND PUBLICITY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Letter Agreement between the Town of Addison and Southwest Speakers Bureau, Inc. D.B.A. Shiroma/Southwest for event public relations and publicity, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of November, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

shiroma | southwest

17311 North Dallas Parkway, Suite 110 Dallas, TX 75248 972-732-6100 info@shirosouthwest.com

OCTOBER __, 2016

LETTER OF AGREEMENT (“AGREEMENT”) BETWEEN THE TOWN OF ADDISON, TEXAS (“TOWN”) AND SOUTHWEST SPEAKERS BUREAU, INC., D.B.A. SHIROMA/SOUTHWEST (“AGENCY”), FOR EVENT PUBLIC RELATIONS AND PUBLICITY

This Letter confirms the agreement between the Town and Agency. In consideration of the covenants and mutual agreements set forth herein, the parties agree herein as follows:

SERVICES:

Agency will develop and execute public relations and media publicity programs to promote the Town's events and selected projects.

EVENTS AND PROJECTS ARE AS FOLLOWS:

Taste Addison	Kaboom Town
Summer Series	Oktoberfest
Special Events Social Media	

DELIVERABLES:

- Active, on-going participation in the Special Events planning process, which includes attendance at all bi-weekly Special Events team meetings; continuous participation with all members of the special events team including advertising agency, sponsorship agency, and other key participants.
- Working with Special Events department staff to develop and execute specific features for each event to maximize overall publicity value and build attendance.
- Development of a comprehensive media and publicity plan and execution strategy for each event.
- Work with featured chefs, restaurants, performers, and other featured personalities to create maximum event media exposure.
- Creation and placement of all publicity including customized local, regional and national media targeting and list development; messaging and talking points creation; drafting of all media materials; targeted and comprehensive media placement; one-on-one outreach to media members to place stories; follow-up, closing, coordination and confirmation of all stories for TV, print, on-line media interviews; on-site coordination and field production of all TV and key print interview.
- Coordination of all on-line media including the development and execution of blogger campaigns.
- Development, planning and execution of a comprehensive Special Events social media campaign for each event.
- Media monitoring, documentation and analysis of all media exposure obtained for each event including calculations of impressions and assignment of media dollar values; creation of a summary recap for each event.
- Participation in the post-analysis of each event to determine steps to be made to improve the event in future years.

- Preparation and distribution of a monthly activity report to the Marketing and Special Events directors.

All deliverables shall be at the direction and subject to the sole prior written approval of the Town.

ANNUAL FEE: The annual fee is not to exceed Eighty Thousand Dollars and No/100s (\$80,000.00) with fees allotted proportionately to each event, based on the amount of hours required. The fee will be billed monthly, as follows:

Monthly: Six Thousand and Five Hundred Dollars and No/100s (\$6,500.00)

SPECIAL PROJECT FEES, SUCH AS ECONOMIC DEVELOPMENT OR TOURISM SUPPORT PROGRAMS, OR OTHER PROJECTS AS ASSIGNED: \$125/hour

All hourly fees shall be billed on a monthly basis. If the Town elects to add a special project or pilot program that exceeds the scope of the deliverables listed above and/or annual fee provided herein, then an addendum to this Agreement will be drafted to cover the additional Agency services and/or fees.

EXPENSE REIMBURSEMENT:

Expenses will be billed monthly and are not included within the annual fee. Agency and Town agree that expense reimbursements for each year of this Agreement shall not exceed Ten Thousand and No/100s (\$10,000.00). Agency will provide the Town with a budget of anticipated charges. The Town agrees to provide any necessary collateral pieces, if possible, to reduce the need for additional expenses. Agency will be reimbursed for all expenses pertaining to the programs, which may include copies, long distance phone, faxes, postage, printing, messenger services, overnight deliveries, press kit materials and assembly, photo reproduction, print and electronic clipping services, etc. All outside purchases are made only under the written authorization of the Town, and insomuch, the Town agrees to accept full responsibility for all obligations made under the client's authorization.

All amounts are due in Dallas, Dallas County, Texas. Balances that are more than sixty (60) days past due are subject to a finance charge of 1.33% per month (16% annually) or the current amount allowable by law.

EFFECTIVE DATE AND TERM

This Agreement is effective immediately upon signing by the Town and shall remain in effect through September 30, 2017. This Agreement may be renewed for up to four (4) additional one (1) year terms at the Town's sole discretion. The Town shall advise the Agency in writing at least thirty (30) days prior to the end of the present term of its intent to renew or terminate the Agreement.

TERMINATION AND DEFAULT

The Town may terminate this Agreement at any time for any reason or no reason with thirty (30) days written notice.

In the event of default, the Town may provide written notice to the Agency and grant the Agency a seven (7) day period to cure the default. In the event the default is not cured, the Town may terminate the Agreement and/or exercise any and all remedies available to it in law and in equity.

MISCELLANEOUS PROVISIONS

Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement shall be strictly complied with and conformed to by the Agency, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Venue.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Ordinances.

Except as specifically provided in the Agreement, the parties agree that Agency shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Assignment.

This Agreement may not be assigned without the written agreement of both parties.

Sovereign Immunity.

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Agency, to: Shiroma Southwest
16300 Addison Rd., Suite 210
Addison, TX 75001

If to Town, to: Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

FOR TOWN OF ADDISON

**FOR SOUTHWEST SPEAKERS BUREAU, INC.
D.B.A. SHIROMA/SOUTHWEST**

BY: _____ BY: _____

ITS: _____ ITS: _____

DATE: _____ DATE: _____

Work Session and Regular Meeting**Meeting Date:** 11/08/2016**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Consider And Authorize **The City Manager To Approve A Final Payment To Canary Construction, Inc. For The Construction Of The Les Lacs Pond Water Well Transfer Piping System** In An Amount Not To Exceed \$12,032.50.

BACKGROUND:

Canary Construction, Inc., was awarded a contract to install a new water well transfer piping system at the Les Lacs Pond in the amount of \$120,325 in March 2016. The project was expected to take 6 months to complete and was budgeted in the Stormwater Capital Projects Fund. The work was completed in August 2016 and was completed on time and on budget. This item is to approve the final payment.

In order to address on-going water quality concerns, Halff Associates recommended various improvements to the Les Lacs Pond. Those recommendations were:

1. The relocation of the existing well discharge piping from the north end of the pond to the south
2. The replacement of the existing well pump
3. A water quality monitoring program for continued maintenance and operations of the pond

This agenda item relates to the first recommendation. The movement of the water in the pond is from the south to the north end. Since both the discharge point of the well and the outfall for the pond are located on the north end of the pond, the fresh water from the well does not circulate into the southern portion of the pond. This relocation of the piping system will help circulate fresh well water into the southern end of the pond resulting in an exchange of stagnant water for fresh water as the water moves to the north outflow. Groves Electrical Services is addressing the second recommendation, and Halff Associates is addressing the third recommendation.

The project included placement of new 4" PVC pipe and fittings to relocate the existing well discharge from the north to the southern end. Upon completion of the project, damaged landscaping and sidewalk was replaced.

The project was advertised on Bidsync on February 2, 2016, and awarded to Canary Construction Inc., on March 22, 2016. The project and punch-list are now complete and Canary has submitted a final, retainage payment request. The completed project meets the intent of the construction plans and specifications, and staff recommends approval of the final pay application.

RECOMMENDATION:

Administration recommends approval.

Attachments

Final Pay Application

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Town of Addison
Tim Lackey, Engineer
 FROM (CONTRACTOR): Canary Construction

APPLICATION NO.: Final, Retainage
 PERIOD TO: Aug. 31, 2016

KA#

CONTRACT FOR: Les Lac Road water well Transfer Piping System Improvement 5
 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown, in connection with the Contract. Continuation Sheet, AIA Document G702, is attached.

1. ORIGINAL CONTRACT SUM \$ 120,325.00
 2. Net change by Change Orders \$ 0
 3. CONTRACT SUM TO DATE (Line 1+2) \$ 120,325.00
 4. TOTAL COMPLETED & STORED TO DATE \$ 120,325.00
 (Column G on G702)
 5. RETAINAGE:
 - a. 100% of Completed Work \$ 12,032.50
 (Column D+E)
 - b. _____ % of Stored Material \$ _____
 (Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column 1 of G702) \$ 12,032.50
6. TOTAL EARNED LESS RETAINAGE \$ 108,292.50
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 108,292.50
 8. CURRENT PAYMENT DUE \$ 12,032.50
 9. BALANCE TO FINISH, PLUS RETAINAGE \$ 0
 (Line 3 less Line 6)

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect/Inspector certifies to the Owner that to the best of the his/her knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Inspector: [Signature] Date: 10/20/16
 Project Manager: [Signature] Date: 10/26/16
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED \$ 12,032.50
 (Attach explanation if amount certified differs from the amount applied for.)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			

Net change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature] Date: 9/30/2016

State of: TEXAS County of: VENTON
 Subscribed and sworn to before me this 30 day of SEPTEMBER, 2016
 Notary Public: CARY FOGUS
 My Commission expires: 06/09/2019



[Signature]

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In Tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
 APPLICATION DATE:
 PERIOD TO:

A ITEM NO.	B DESCRIPTION OF WORK	WORK COMPLETED							I RETAINAGE	
		C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	% (G + C)		
1	Removal site, preparation, & misc. subtotal	17,050.00	17,050.00	Ø	Ø	Ø	17,050.00	100%	Ø	17,050.00
2	piping improvement Subtotal	108,315.00	108,315.00	Ø	Ø	Ø	108,315.00	100%	Ø	108,315.00
3	Landscape improvements Subtotal	19,100.00	19,100.00	Ø	Ø	Ø	19,100.00	100%	Ø	19,100.00
4	Alternate piping improvements Subtotal	15,260.00	15,260.00	Ø	Ø	Ø	15,260.00	100%	Ø	15,260.00
		120,325.00	120,325.00	Ø	Ø	Ø	120,325.00	100%	Ø	12,032.50

AI-1975

11.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: Fire

AGENDA CAPTION:

Consider A **Resolution Allowing Addison To Participate In The Dallas County Emergency Management Plan.**

BACKGROUND:

This item requests approval for the Town of Addison to participate in the Dallas County Emergency Management Plan. Currently, Addison has a Basic Plan and Annexes that will expire in April/May of 2017.

Texas Government Code, Chapter 418 requires municipalities to have an up to date plan which expire every five years. Our current staffing structure assigns the role of Emergency Coordinator to the Fire Chief. The Basic Plan and 19 of the 20 Annexes will expire in April/May 2017. Due to the lack of a support staff position with emergency management expertise and timing of the expiration dates, administration recommends utilization of the Dallas County Emergency Plan as an umbrella to meet State requirements while staff updates our basic plan and annexes.

There is no additional cost associated with inclusion on the Dallas County Plan and we may remove ourselves from the plan at any time.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

Jurisdiction Preparedness Profile - Addison

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, ADOPTING A REGIONAL EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT WITH THE COUNTY OF DALLAS FOR THE PURPOSE OF PROVIDING AND RECEIVING EMERGENCY MANAGEMENT ASSISTANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (“Town of Addison”) desires to contribute to the protection and safety of citizens in the Town of Addison and in surrounding communities; and

WHEREAS, the legislature has authorized the formation of interlocal agreements between and among the cities and their emergency management agencies; and

WHEREAS, the Town of Addison wishes to participate in an interlocal assistance agreement among local emergency management agencies in the Dallas County, Texas area for the purpose of providing and receiving emergency management assistance; and

WHEREAS, the Addison Emergency Management Department and other local management agencies have tentatively approved an interlocal assistance plan to be known as the Dallas County Emergency Management Plan; and

WHEREAS, the City Council of the Town of Addison has investigated and determined that it is in the best interest of the Town of Addison to participate in the Dallas County Emergency Management Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Findings. The finding set forth above are incorporated herein as if set forth verbatim.

Section 2. Adoption of Plan. The Town of Addison hereby adopts the “Dallas County Emergency Management Plan,” and the City Manager is hereby authorized to sign on behalf of the Town of Addison any and all necessary documents.

Section 3. Effective Date. This resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ___ day of November, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Jurisdiction Preparedness Profile

Jurisdiction: Addison
County: DALLAS
Associations:

Report Date: 9/15/2016 8:43 AM
COG: 04-North Central Council of Governments
EMC: David Jones
DC: Sarah Haak

Plan Record: Primary
DC Region: DDC 04 Garland

Assessment of Planning Preparedness: Intermediate	Funding Status: NOT-EMPG
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Requirements for the Basic level of Preparedness:

1. Legal documents establishing the local Emergency Management Program:

City Ordinance Date: 9/22/1987 **Court Order Date:** **Joint Resolution Date:**
NIMS Adoption Date: 8/13/2005 **DEM 147 Date:** 6/4/2011 **Mitigation Action Plan Date:** 3/10/2016

2. Current Planning documents as listed below:

- A. Data below is based on documents sent to the Division of Emergency Management.
- B. To be considered current, documents must have been prepared/revised or updated by change within 5 years.
- C. Deficiencies listed refer to like-numbered items in State Planning Standards.
- D. The list of annexes below include only those required by the state.

<u>Document</u>	<u>Plan Date</u>	<u>Review Date</u>	<u>Expire Date</u>	<u>NIMS</u>	<u>Status</u>	<u>Deficiencies</u>	<u>Action Required</u>
Requirements for BASIC LEVEL of Preparedness, these Annexes:							
Basic Plan	05/23/2012	06/08/2012	05/23/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex A	04/25/2012	05/02/2012	04/25/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex B	04/25/2012	05/02/2012	04/25/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex C	04/04/2012	04/26/2012	04/04/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex E	04/27/2012	05/02/2012	04/27/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex I	09/14/2016	09/15/2016	09/14/2021	Yes	Approved		Revise by 5th anniversary of Plan date
Annex M	04/12/2012	04/26/2012	04/12/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex N	04/12/2012	04/26/2012	04/12/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex O	04/03/2012	04/26/2012	04/03/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex Q	04/23/2012	04/26/2012	04/23/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex V	04/23/2012	04/26/2012	04/23/2017	Yes	Approved		Revise by 5th anniversary of Plan date

Requirements for INTERMEDIATE LEVEL of Preparedness (Basic + these Annexes):

Annex D	04/26/2012	04/30/2012	04/26/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex F	04/26/2012	04/30/2012	04/26/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex G	04/27/2012	05/02/2012	04/27/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex H	04/27/2012	05/04/2012	04/27/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex J	05/08/2012	05/29/2012	05/08/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex K	05/08/2012	05/29/2012	05/08/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex L	05/08/2012	05/29/2012	05/08/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex R	04/27/2012	05/04/2012	04/27/2017	Yes	Approved		Revise by 5th anniversary of Plan date
Annex S	04/30/2012	05/04/2012	04/30/2017	Yes	Approved		Revise by 5th anniversary of Plan date

Requirements for ADVANCED LEVEL of Preparedness (Basic + Intermediate + these Annexes):

Annex P	08/01/2007	01/28/2008	08/01/2012	Yes	Expired		Submit updated Annex
Annex T	08/01/2007	01/28/2008	08/01/2012	Yes	Expired		Submit updated Annex
Annex U	08/06/2007	10/15/2007	08/06/2012	Yes	Expired		Submit updated Annex

AI-1984

12.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

Discussion Of **Ron Whitehead's Appearance Before The Council And Matters Related To Town Operations During Mr. Whitehead's Tenure As City Manager.**

BACKGROUND:

At the October 20, 2016 meeting, Council directed City Manager Wes Pierson to reach out to former City Manager Ron Whitehead to invite him to a future meeting. This would be to discuss items of interest to Council to bridge a gap of knowledge in certain projects and situations.

Mr. Whitehead initially accepted the Council's invitation to discuss various items related to his tenure in person. He subsequently decided that he will not attend but will request that a written statement be read into the record.

RECOMMENDATION:

Information only, no action required.

AI-1978

13.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

Present, Discuss And Consider Approval Of A **Resolution Appointing Members To The Planning & Zoning Commission.**

BACKGROUND:

At the October 20, 2016 meeting, Councilmembers Angell, Duffy and Walden made nominations for appointments to the Planning & Zoning Commission.

These nominations are reflected in the attached Resolution.

The terms for these new appointed members will begin on January 1, 2017.

RECOMMENDATION:

Administration recommends approval of memorializing the Council's appointees.

Attachments

Resolution

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING THREE MEMBERS TO SERVE ON THE PLANNING & ZONING COMMISSION FOR TWO-YEAR TERMS COMMENCING JANUARY 1, 2017 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Planning & Zoning Commission is comprised of seven members serving two-year terms; and

WHEREAS, the terms for the Planning & Zoning Commissioners serving in Place 1, Place 2 and Place 3 will expire on December 31, 2016; and

WHEREAS, the City solicited applications from all residents of the City for appointments to the City's Boards and Commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The following appointments are made to the Addison Planning & Zoning Commission to serve two-year terms or until their successor is appointed and duly authorized to serve:

Place 1 – Katherine Wheeler

Place 2 – Tom Braun

Place 3 – John Meleky

Section 2. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of November, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

AI-1979

14.

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

Present, Discuss And Consider Approval Of A **Resolution Appointing Members To The Board Of Zoning Adjustment.**

BACKGROUND:

At the October 20, 2016 meeting, Councilmembers Angell, Duffy and Walden made nominations for the Board of Zoning Adjustment.

These nominations are reflected in the attached Resolution.

The terms for the newly appointed members will begin on January 1, 2017.

RECOMMENDATION:

Administration recommends approval of memorializing the Council's appointees.

Attachments

Resolution

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING THREE MEMBERS TO SERVE ON THE BOARD OF ADJUSTMENT FOR TWO-YEAR TERMS COMMENCING JANUARY 1, 2017 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Board of Adjustment is comprised of seven members serving two-year terms; and

WHEREAS, the terms for the Board of Adjustment members serving in Place 1, Place 2 and Place 3 will expire on December 31, 2016; and

WHEREAS, the City solicited applications from all residents of the City for appointments to the City's Boards and Commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The following appointments are made to the Addison Board of Adjustment to serve two-year terms or until their successor is appointed and duly authorized to serve:

Place 1 – Larry Brown

Place 2 – Linda Groce

Place 3 – Troy Cooper

Section 2. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of November, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

OFFICE OF THE CITY SECRETARY

Page 1 of 1

ORDINANCE NO. _____

Work Session and Regular Meeting

Meeting Date: 11/08/2016

Department: City Manager

AGENDA CAPTION:

Present, Discuss And Consider Approval Of A **Resolution Approving A First Amended And Restated Joint Fire Training Center Interlocal Cooperation Agreement Among The City Of Carrollton, Texas, The City Of Coppell, Texas, The City Of Farmers Branch, Texas And The Town of Addison.**

BACKGROUND:

This item is an Interlocal Cooperation Agreement with the cities of: Carrollton, Coppell, Farmers Branch and the Town of Addison to jointly design, construct, maintain, operate, manage, and use a fire training facility.

The facility will be located at 13333 Hutton Drive in Farmers Branch. The facility will include a five story training building, a driving course, a vehicle stabilization and extrication area, an outdoor meeting area/classroom, multiple live fire simulators, ventilation simulators, ceiling and wall breaching simulators, standpipe and sprinkler system simulators, and multiple vehicle rollover simulators.

The Town of Addison will pay an amount not to exceed \$451,171.00. Payments will be made with the following schedule:

Payment Date	Amount
November 2016	\$110,000
October 2017	\$166,425
October 2018	\$174,746
Total	\$451,171

The Addison funds will be used to construct a driving surface to establish a northern entry into the Facility, the addition and/or finish out of a burn room on the fourth floor of the tower structure, addition of an outdoor classroom and storage area and the purchase of additional props and other equipment (e.g. additional car to train for forcible entry in car fires).

The cities of Carrollton, Coppell and Farmer’s Branch will build, construct and own the facility until Addison has paid all installments. Once all funds are paid, Addison will then have ownership into the project as follows:

City	Ownership Interest %
Carrollton	42.0%
Coppell	22.7%
Farmers Branch	20.1%
Addison	15.2%

A facility executive board made up of the Fire Chiefs of each city will manage the oversight and implementation of the Firefighter training facility. Addison's participation on this executive begins after submission of first payment.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE CITIES OF CARROLLTON, COPPELL AND FARMERS BRANCH TO CONSTRUCT AND OPERATE A JOINT FIRE TRAINING CENTER, APPROVING AN INITIAL CAPITAL INVESTMENT OF \$451,171.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, because of their location within the DFW Metroplex and their proximity to each other, the cities are regularly called upon to provide mutual aid assistance to each other on firefighting calls for service; and

WHEREAS, none of the cities presently owns a fire fighting training facility for use by their respective fire departments; and

WHEREAS, being required to use firefighting training facilities owned by others requires travel time that results in lost in-service hours, requires the cities’ fire departments to schedule training at times subject to the schedules of others which may not be the most convenient for the cities, and inhibits the ability of the cities to conduct joint training to facilitate their ability to provide mutual aid assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The First Amended and Restated Joint Fire Training Center Interlocal Cooperation Agreement, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of November, 2016.

Todd Meier, Mayor

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § **First Amended and Restated Joint Fire Training Center**
COUNTY OF DALLAS § **Interlocal Cooperation Agreement**

This **First Amended and Restated Joint Fire Training Center Interlocal Cooperation Agreement** (“Agreement”) is entered into as of the Effective Date by and among the **CITY OF CARROLLTON, TEXAS** (“Carrollton”), the **CITY OF COPPELL, TEXAS** (“Coppell”) the **CITY OF FARMERS BRANCH, TEXAS**, (“Farmers Branch”), and the **TOWN OF ADDISON, TEXAS** (“Addison”) all of whom are Texas home rule municipalities operating under the authority of their respective governing bodies (Carrollton, Coppell, Farmers Branch, and Addison are hereinafter sometimes referred to collectively as “the Cities” or the “Parties” or individually as a “City” or a “Party”).

RECITALS

WHEREAS, the Cities are political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, because of their location within the DFW Metroplex and their proximity to each other, the Cities are regularly called upon to provide mutual aid assistance to each other on firefighting calls for service; and

WHEREAS, none of the Cities presently owns a fire fighting training facility for use by their respective fire departments; and

WHEREAS, being required to use firefighting training facilities owned by others requires travel time that results in lost in-service hours, requires the Cities’ fire departments to schedule training at times subject to the schedules of others which may not be the most convenient for the Cities, and inhibits the ability of the Cities to conduct joint training to facilitate their ability to provide mutual aid assistance;

WHEREAS, effective April 1, 2015, Carrollton, Coppell, and Farmers Branch are parties to that certain *Joint Fire Training Center Interlocal Cooperation Agreement Among the Cities of Carrollton, Coppell and Farmers Branch* (“the Original Agreement”) for the purpose of establishing the terms by which Carrollton, Coppell, and Farmers Branch agreed to jointly design, construct, maintain, operate, manage, and use a fire training facility on property owned by Farmers Branch; and

WHEREAS, Addison desires to become a party to the Original Agreement and to make certain payments to be used for equipping the training facility as well as pay its share for toward the operating and maintenance costs of said training facility; and

EXHIBIT A

WHEREAS, Carrollton, Coppell, and Farmers Branch desire to add Addison as a party to the Original Agreement; and

WHEREAS, the Cities desire to enter into this Agreement for the purpose of adding Addison as a participant in the capital and operation and maintenance costs of the joint training facility and making certain other amendments to the Original Agreement in order to accommodate Addison as an additional party;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

“Acceptance Date” means the date construction of the Facility is complete to the extent that the Cities have approved the final pay request to the contractor selected to construct the Facility and have authorized payment of the final payment and retainage.

“Business Day” means any day other than a Saturday, Sunday, or official city holiday in which Farmers Branch’s city hall offices are closed for business.

“Effective Date” means the date this Agreement has been approved by the governing bodies of all of the Cities and signed by the authorized representatives of each City.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a City’s existence as an on-going business, insolvency, appointment of receiver for any part of City’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Facility” means, subject to agreement of the Cities on the final design, a fire training facility located on the Facility Property consisting of (1) a five story training building with masonry façade; (2) a Texas Commission on Fire Protection NFPA 1002-compliant driving course; (3) a vehicle stabilization and extrication area; (4) an outdoor meeting area/classroom; (5) multiple live fire simulators; (6) ventilation simulators; (7) ceiling and wall breaching simulators; (8) standpipe and sprinkler system simulators; (9) multiple vehicle rollover simulators, and (10) such other improvements and equipment as the Cities may agree to include in the Facility as part of the final design and equipping of the Facility or as may be modified during the Term of this Agreement.

“Facility Property” means a 1.53± acre portion of the property owned by Farmers Branch generally located at 13333 Hutton Drive, Farmers Branch, Texas, and being a portion of that real property conveyed to Farmers Branch pursuant to that certain Special Warranty Deed

EXHIBIT A

dated August 29, 2001, and recorded at Volume 2001174, Page 2511, Deed Records, Dallas County, Texas, and being more particularly depicted in Exhibit "A," attached hereto and incorporated herein by reference.

"Fire Training Facility Funds" means one or more designated restricted funds established on the books of account of the City designated in this Agreement to manage the receipt of revenues and payment of expenses relating to the construction, repair, maintenance, and operation of the Facility, to hold the funds to be used for payment of Shared Operational Costs, to hold funds in reserve to be applied to future Shared Capital, or to hold funds for such other purposes that the Cities may from time to time agree.

"Fiscal Year" means the Cities' official budget year beginning at 12:00:00 a.m. Central Time on October 1 of each calendar year and ending at 11:59:59 p.m. Central Time on September 30 of the immediately following calendar year.

"Non-Shared Operational Costs" means the costs for (1) consumable supplies and materials and (2) water, natural gas, and electricity used by a City during a training exercise at the Facility.

"Paying City" means the City which the Parties determine shall be contractually obligated for paying a Shared Capital Cost to a vendor or contractor pursuant to a contract entered for the benefit of the Parties relating to the construction, operation, repair, and/or maintenance of the Facility.

"Shared Capital Costs" means the costs relating to construction, reconstruction, remodeling, renovation, expansion and equipping of the Facility, including, but not limited to, engineering, architectural, and surveying costs, costs for demolition of existing improvements, costs for relocation and/or extension of existing utilities or construction of new utilities, costs relating to any work on adjacent property owned by Farmers Branch relating to providing access to, operation of, and parking for the Facility, costs relating to the purchase and installation of new and/or replacement equipment in the Facility or at any location on the Facility Property.

"Shared Operational Costs" means costs relating to the use, operation, management, repair, and maintenance of the Facility including, but not limited to, the costs for (i) wages and benefits of one or more employees of one of the Cities whose job duties include in whole or in part managing the operation of the Facility (provided if only a portion of the employee(s) time at work is spent managing the operation of the Facility, then only a portion of the cost of said employee's wages and benefits based on the percentage of the employee's work hours spent on managing the Facility shall constitute a Shared Operational Cost); (ii) repair and maintenance of the Facility and any equipment located within the Facility or on the Facility Property and available for use by any of the Cities; (iii) electricity, water, and sanitary sewer services, if any, used in operating the Facility; (iv) property and casualty insurance insuring against damage or destruction of improvements constituting a portion of the Facility; and (v) such other costs other than Shared Capital Costs identified in the Annual Facility Budget.

EXHIBIT A

“**Structural Firefighter**” means a Texas Commission on Fire Protection Structural Fire Suppression certified employee assigned to a City’s fire operations division.

“**Term**” means, collectively, the Initial Term as defined in Section 2.01, together with each Renewal Term, as defined in Section 2.02.

II. TERM

2.01 Initial Term. This Agreement shall commence on the Effective Date and end at 11:59:59 p.m. Central Time on the last day of the Fiscal Year following the twentieth (20th) anniversary of the Acceptance Date (“the Initial Term”), unless extended or terminated earlier as provided in this Agreement.

2.02 Renewal Term. After the end of the Initial Term, this Agreement shall be extended automatically through each subsequent Fiscal Year (each being a “Renewal Term”) unless terminated as provided in this Agreement.

2.03 Early Termination During Initial Term.

A. Notwithstanding anything to the contrary herein, a City may terminate without cause its participation as a Party to this Agreement (said City called hereafter the “Terminating Party”) prior to the end of the Term subject to the following:

- (1) The termination date must fall on the last day of a Fiscal Year;
- (2) The Terminating Party must deliver notice to the other Parties not later than two (2) years prior to the date of termination;
- (3) The Terminating Party shall not be entitled to reimbursement from the other Parties for payments made pursuant to this Agreement prior to the date of termination; and
- (4) On or before the Terminating Party’s termination date, the terminating Party shall pay to the other Parties any Non-Shared Operational Costs incurred or accrued prior to the date of the termination of the Terminating Party’s participation in this Agreement.

B. Except as set forth in this Section 2.03, the Terminating Party shall have no obligation to pay any amounts which come due under this Agreement following the effective date of said City’s termination of its participation in this Agreement.

C. In the event of termination by Farmers Branch, all funds held under this Agreement or administrative fees paid in advance to Farmers Branch, shall be transferred to the remaining Cities to be used in carrying out the obligations set forth in this Agreement.

EXHIBIT A

2.04 Effect of Early Termination. Upon termination of the Terminating Party as a Party to this Agreement:

A. The Terminating City forfeits, without right for reimbursement, all right, title, interest and ownership of the Facility and all property which the Terminating City contributed, conveyed, assigned or transferred to the other Cities for the operation of the Facility;

B. The Terminating City agrees and covenants to execute, and shall execute, without additional consideration, any licenses, easements, assignments, documents or agreements as may be necessary to sell, transfer, assign and convey the Terminating City's right, title, interest and ownership of the Facility and all property which the Terminating City contributed, conveyed, assigned or transferred to or for the operation of the Facility;

C. The Terminating Party, except Farmers Branch, shall be required to pay the same rates and charges for use of the Facility charged to entities who are not parties to this Agreement;

D. In the event of early termination by Farmers Branch, it shall have the right to use of the Facility, upon proper reservation similar to other entities not parties to this Agreement, to use the Facility after payment of rates and charges which are fifty percent (50%) of the then-current applicable rates and charges, in consideration of the Facility's location on property owned by Farmers Branch;

E. The Terminating Party shall not be entitled to any offset against its charges for use of the Facility from revenues generated by others who are not parties to this Agreement; and

F. If the Terminating City is Addison, Carrollton, or Coppell, the Terminating City shall execute in recordable form a release and abandonment of the easement granted by Farmers Branch to the Terminating City pursuant to Section 4.04, below.

The obligations and covenants of a Terminating City herein shall survive such Terminating City's termination under this Agreement pursuant to this Section 2.04. The non-terminating Cities may continue the operation of the Facility, or to cease operation of the Facility, terminate this Agreement and liquidate the Facility as provided herein.

III. DESIGN AND CONSTRUCTION OF FACILITY

3.01 Design of Facility; Selection of Contractors. In accordance with applicable law, Carrollton, Coppell, and Farmers Branch shall jointly (i) select one or more professionals to design and prepare the plans and specifications for the construction of the Facility; (ii) approve the design and specifications for the Facility, and (iii) select a contractor to construct the Facility. Farmers Branch shall for itself and the other Cities solicit bids and/or proposals, prepare and execute the necessary contractual agreements, and otherwise take such additional actions necessary to obtain the design and complete the construction of the Facility. Carrollton and Coppell understand, acknowledge, and agree that Farmers Branch will not be obligated to sign any contracts for the design and construction of the Facility until the City Manager of each Party signs a representation stating in substance the following:

EXHIBIT A

(1) Representatives of the City have had a fair and equal opportunity to review the proposals or bids, as the case may be, received by Farmers Branch in response to any request for proposal (“RFP”) or request for bid (“RFB”);

(2) Representatives of the City agree that, following review of the proposals or bids received in response to the RFP/RFB, the selected contractor or professional provides the best and most advantageous proposal to the Cities in response to the RFP or RFB;

(3) If applicable, representatives of the City have participated, or been provided an opportunity to participate, in negotiating the best and final offer from the selected professional and/or contractor and the terms and conditions of the negotiated contract;

(4) To the best of their knowledge and belief, the Cities have complied with all applicable provisions of state law relating to the procurement of proposals and/or bids for the design and construction of the Facility and the award of contracts for the design and construction of the Facility and related agreements;

(5) In the case of Carrollton and Coppell, acknowledges that Farmers Branch would not have signed the subject agreement but for the agreement of Carrollton and Coppell to pay their portions of the Shared Capital Costs; and

(6) Current funds are available to pay the City’s respective share of the cost of the subject contract or purchase.

Addison acknowledges that contracts for the initial design and construction of the Facility were executed by Farmers Branch pursuant to the Original Agreement and agrees that all such contracts are acceptable to Addison without further review and consent.

3.02 Advance Payment to Paying City. The Cities agree that prior to the Paying City becoming contractually obligated to pay a Shared Capital Cost, the Cities will pay their respective share of the Shared Capital Cost to the Paying City. The Paying City agrees to place such funds into a restricted project account and that such funds shall only be used for the restricted purpose. For purposes of Shared Capital Costs related to the initial design and construction of the Facility, the Cities agree Farmers Branch will be the Paying City. The Cities agree to use their best efforts to make payments in a timely manner so that the project which is the subject of the contract is not unreasonably delayed.

3.03 Ownership of Facility.

A. The Cities agree that title to the Facility, not including the Facility Property, shall be as follows until such time as Addison has paid in full Addison’s Shared Capital Costs:

- (1) Carrollton: 49.5% undivided interest.

EXHIBIT A

- (2) Coppel: 26.8% undivided interest.
- (3) Farmers Branch: 23.7% undivided interest.

B. The Cities agree that title to the Facility, not including the Facility Property, shall be as follows after Addison has paid in full all installments of the Addison Funds (as defined below):

- (1) Carrollton: 42.0% undivided interest.
- (2) Coppel: 22.7% undivided interest.
- (3) Farmers Branch: 20.10% undivided interest.
- (4) Addison: 15.2% undivided interest.

C. Except for the conveyance of the Easement, as set forth in Paragraph 4.04 below, to Carrollton, Coppel, and Addison, nothing herein shall be construed as (i) granting Carrollton, Coppel, or Addison any interest in the Facility Property merely because the Facility is located on or attached to the Facility Property or (ii) granting a City an ownership interest in personal property paid entirely for and owned by another City merely because said personal property constitutes a component of the Facility or the cost for operation, maintenance, or repair of the personal property constitutes a Shared Operational Cost.

3.04 Division of Shared Capital Costs. The Cities agree that the Shared Capital Costs for the initial design, construction, and equipping of the Facility shall be allocated as follows:

- A. Carrollton: 49.5% undivided interest.
- B. Coppel: 26.8% undivided interest.
- C. Farmers Branch: 23.7% undivided interest.

Shared Capital Costs other than those relating to the initial design, construction, and equipping of the Facility or those constituting Addison Capital Cost paid with Addison Funds shall be in accordance with the allocation for Shared Operational Costs set forth in Section 4.02, below.

3.05 Addison Capital Costs. The Cities agree that Addison shall not be required to contribute to the Shared Capital Costs for the initial design, construction, and equipping of the Facility. In lieu of such participation in the Shared Capital Costs, the Cities agree that Addison shall be solely responsible for the capital costs of certain additional improvements to be made to the Facility (“Addison Capital Costs”) subsequent to the Effective Date of this Agreement, including, but not limited to (i) construction of a driving surface to establish a northern entry into the Facility; (ii) the addition and/or finish out of a burn room on the fourth floor of the tower

EXHIBIT A

structure in the Facility; (iii) the design, construction, and equipping of an outdoor classroom and storage area located on the Facility Property; and (iv) the purchase of additional props and other equipment (e.g. additional car to train for forcible entry in car fires) as determined by the Facility Executive Board. Addison agrees to pay to the Paying City, the Addison Capital Costs in an amount not to exceed \$451,171.00 (the "Addison Funds") for the Addison Capital Costs in accordance with the following schedule:

- A. Not later than five (5) days after the effective date of this Agreement: \$110,000.00;
- B. On or before October 15, 2017: \$166,425.00; and
- C. On or before October 15, 2018: \$174,746.00.

If the actual cost of Addison Capital Costs exceeds the Addison Funds, the Cities may agree in writing, without amendment to this Agreement, to fund the additional costs, such additional costs to be allocated in accordance with Section 4.02, below. Ownership of and title to improvements made with or equipment purchased with Addison Funds shall be governed by Section 3.03.B, even if constructed, installed or purchased before Addison makes its final installment payment of Addison Funds as provided above.

3.06 Reconciliation. On or after April 1, 2019, but in any case not later than September 1, 2019, the Cities shall determine the amount Addison has paid in Addison Funds for Addison Capital Costs pursuant to Section 3.05. If the amount is less than \$451,171.00, Addison agrees to pay the difference between \$451,171.00 and the amount of Addison Funds actually spent to Carrollton, Coppell, and Farmers Branch, which amount shall be split based on the percentages set forth in Section 3.04, above.

IV. FACILITY MAINTENANCE AND OPERATION

4.01 Governance Boards. The following boards shall be established for the purpose of administering and operating the Facility:

A. **Facility Executive Board.** There shall be established a Facility Executive Board whose permanent members shall be the Fire Chief of each City; provided, however, each Fire Chief may appoint another officer from the City's fire department who may sit as an alternate member who shall have the right to vote on matters considered by the Facility Executive Board when the Fire Chief is absent from a meeting of the board. The Facility Executive Board shall be authorized to:

(1) Adopt rules governing the meetings of the Facility Executive Board subject to the following:

(a) A quorum of the Facility Executive Board shall be all three (3) members (which may be a combination of permanent and/or alternate members)

EXHIBIT A

for the purpose of holding meetings and the transaction of business, including voting on any matters considered by the Facility Executive Board; and

(b) The approval of any matter considered by the Facility Executive Board shall require the affirmative vote of three (3) members (permanent and/or alternate) of the Facility Executive Board.

(2) Adopt procedures relating to the operation, maintenance, and use of the Facility;

(3) Recommend to the Cities' respective city managers and governing bodies approval of contracts and related amendments and change orders, if any, related to the design, construction, reconstruction, repair, remodeling, equipping, and operation of the Facility;

(4) Prepare and recommend an annual operations and maintenance and capital improvement/replacement budget relating to the operation, maintenance, equipment, supplying and repair of the Facility ("the Facility Budget");

(5) Prepare and recommend for approval by the Cities of a rate schedule for use of the Facility by third parties; and

(6) Perform such other tasks and duties as the Cities' may from time to time unanimously agree shall be performed by the Facility Executive Board.

B. *Facility Operations Committee.* There shall be established a Facility Operations Committee whose permanent members shall be an officer within the Fire Department of each City appointed by each Fire Chief to serve on the committee and whose job responsibilities should, but may not necessarily include, oversight and implementation of firefighter training for the Fire Department by whom the officer is employed. The Facility Operations Committee shall be authorized to:

(1) Adopt rules governing the meetings of the Facility Operations Committee subject to the following:

(a) A quorum of the Facility Operations Committee shall be all three (3) members; and

(b) The approval of any matter considered by the Facility Operations Committee shall require the affirmative vote of all three (3) members of the Facility Operations Committee;

(2) Make recommendations to the Facility Executive Board regarding the adoption and/or amendment of the operation, maintenance, and use policies relating to operation, maintenance, and use of the Facility;

EXHIBIT A

(3) Develop and make recommendations to the Facility Executive Board regarding the purchase of equipment, materials, hardware, software and services relating to the use, operation, maintenance, and/or repair of the Facility;

(4) Oversee implementation of the Facility operation, maintenance, and use policies adopted by the Facility Executive Board;

(5) Prepare the master training schedule setting forth the time and dates on which the Facility will be used by the Cities;

(6) Approve the scheduling of use of the Facility by parties other than the Cities;

(7) Prepare for consideration of the Facility Executive Committee standard operating procedures and policies relating to use and operation of the Facility in conformance with NFPA 1403, as amended, or such other nationally recognized operational safety standards as may be adopted from time to time by the Facility Operations Committee; and

(8) Perform such other tasks as may from time to time be assigned by the Facility Executive Board.

C. Addison Representatives. Notwithstanding the foregoing to the contrary, Addison's representatives to the Facility Executive Board and the Facility Operations Committee, respectively, shall be non-voting members until Addison has paid its first installment of the Addison Funds into the restricted project account described in Section 3.05, above. The voting rights of Addison's representatives to the Facility Executive Board and the Facility Operations Committee shall be suspended on October 16, 2017, and/or October 16, 2018, respectively, if the installments of the Addison Funds have not been paid into the restricted project account on or before their respective due dates as provided in Section 3.05, above, which suspension shall be rescinded on the date the installments of Addison Funds have been paid. This Section 4.01.C. shall have no further effect upon Addison's payment of all installments of the Addison Funds.

D. Suspension of Participation and Voting Rights. In addition to other remedies set forth in this Agreement, the right of a City's representatives to the Facility Executive Board and the Facility Operations Committee to participate in discussions and vote on matters before said board and/or committee shall be suspended if the City has failed to timely pay to another City any amount due pursuant to this Agreement and five (5) days have passed after delivery of a written demand to the non-paying City without such payment being made.

4.02 Shared Operational Costs. For the period beginning on the Acceptance Date and ending on the last day of the second full Fiscal Year during the Term, the Cities agree to pay the Shared Operational Costs based on the following allocation:

- (1) Carrollton: 42.0% undivided interest.

EXHIBIT A

- (2) Coppell: 22.7% undivided interest.
- (3) Farmers Branch: 20.10% undivided interest.
- (4) Addison: 15.2% undivided interest.

Beginning with the third full Fiscal Year during the Term and for each Fiscal Year thereafter, each City agrees to pay its share of the Shared Operational Costs based on a ratio determined as follows:

- (1) The number of Structural Firefighter positions contained in the City's approved annual budget for the Fiscal Year in which the Shared Operational Costs are to be paid; divided by
- (2) The total number of Structural Firefighter positions contained in the approved annual budget for all of the Cities for the Fiscal Year in which the Shared Operational Costs are to be paid.

4.03 Non-Shared Operational Costs. The Cities agree to pay in a timely manner their respective Non-Shared Operational Costs directly to the vendors with whom the Cities contract to provide services, equipment, supplies or facilities related to operation, repair, and/or maintenance of the Facility.

4.04 Easement Granting Right to Construct Facility on Facility Property. Notwithstanding anything herein to the contrary, Carrollton and Coppell shall not be required to deliver their respective shares of the Shared Capital Costs for the initial design, construction, and equipping of the Facility until Farmers Branch has conveyed to Carrollton and Coppell, respectively, a non-exclusive perpetual easement authorizing the construction, reconstruction, maintenance, repair, replacement, remodeling, use, and operation of the Facility on the Facility Property and, to the extent necessary, direct access across Farmer Branch's adjacent property for purpose of providing ingress and egress to the Facility Property. Farmers Branch agrees to convey to Addison an easement similar in scope to the easements granted to Carrollton and Coppell; provided, however, the conveyance of such easement shall not be required until Addison has paid its last installment of the Addison Funds, in which case Farmers Branch shall sign and deliver a document conveying said easement not later than thirty (30) days after receipt of notice that the final installment of the Addison Funds has been paid into the restricted fund account as required by Section 3.05, above.

4.05 Annual Budget.

A. No later than one hundred eighty (180) days prior to the beginning of each Fiscal Year, the Facility Executive Board shall prepare, or cause to be prepared, a budget setting forth the anticipated Shared Capital Costs, Shared Operational Costs, and Non-Shared Operational Costs (the "Annual Facility Budget") for said Fiscal Year. The Annual Facility Budget must be recommended for approval by a majority vote of the entire Facility Executive Board. After

EXHIBIT A

consideration by the Facility Executive Board, the Annual Facility Budget shall be submitted to the City Manager of each City for review, approval and inclusion of the amount of each City's respective share of the Annual Facility Budget into the Cities' respective annual general municipal budget.

B. The Annual Facility Budget shall clearly indicate the amounts, sources and purposes of revenues to be contributed by each City as its share of the Annual Facility Budget. The Annual Facility Budget shall not reflect revenues anticipated from any source other than the Cities for the Fiscal Year to which the Annual Facility Budget applies; however, it may reflect credits against the Cities' shares of Shared Capital Costs and/or Shared Operational Costs to be paid in the Fiscal Year based on revenues received from third parties in the prior Fiscal Year.

C. If the Facility Executive Board fails to approve and recommend the Annual Facility Budget for a particular Fiscal Year, then the Annual Facility Budget for the then current Fiscal Year shall be deemed to be the Annual Facility Budget recommended for the next Fiscal Year.

D. Failure of a City to include in the City's annual budget funds to pay its share of Shared Operational Funds for any Fiscal Year shall constitute a notice of termination of that City's participation in this Agreement; in which case said City's right to use the Facility shall be immediately suspended until said City appropriates funds to pay its share of the Shared Operational Costs and, in fact, pays such funds as provided in Section 4.14, below. A City which fails for two consecutive Fiscal Years to include in its annual budget the funds necessary to pay its share of Shared Operational Costs shall be deemed to be a Terminating Party pursuant to Article II of this Agreement.

4.06 Provision of Administrative Services; Administrative Fee.

A. As of the Effective Date, Farmers Branch shall provide certain administrative services with respect to operation of the Facility including, but not limited to:

- (1) The receipt, deposit, and investment of funds received from the Cities and other sources relating to the Facility including, but not limited to, funds to pay Shared Capital Costs and Shared Operational Costs;
- (2) Payment by check or wire transfer of contractors, suppliers, and other vendors for expenses incurred for Shared Capital Costs and Shared Operational Costs from funds available in the Fire Training Facility Funds;
- (3) Legal services relating to the preparation and/or review of agreements, policies, procedures, and other matters relating to the Facility through the Farmers Branch city attorney; and
- (4) Purchasing and contracting services relating to operation, maintenance, and repair of the Facility.

EXHIBIT A

B. The Annual Facility Budget shall set forth a not-to-exceed amount to be paid to Farmers Branch for the applicable Fiscal Year as reimbursement for the out-of-pocket costs incurred by Farmers Branch for providing the administrative services described in this Section 4.06 plus a reasonable overhead charge (“the Annual Administrative Fee”). The amount set forth in the Annual Facility Budget for the Annual Administrative Fee shall be the maximum amount paid to Farmers Branch for providing the described administrative services. In the event Farmers Branch defaults or terminates participation in this Agreement, Farmers Branch shall have no further responsibilities under Section 4.06.A and shall no longer be entitled to the Annual Administrative Fee. The remaining Cities shall determine how to appropriately apportion Farmers Branch’s previous responsibilities and rights under this Section 4.06.

C. The Cities may from time to time during the Term provide for a different City to provide the administrative services described herein, which change can be made without the necessity of amending this Agreement provided the change is acknowledged in writing signed by the City Managers of the Cities. In the event of such a change, the provisions in Section 4.06.B., above, relating to the establishment and payment of the Annual Administrative Fee shall apply to the City providing the services.

4.07 Scheduling Use of Facilities. After the Acceptance Date, the Coppell Fire Chief or designee, shall be primarily responsible for preparing the master schedule relating to the use of the Facility (“the Master Schedule”). In preparing the Master Schedule, the following factors shall be taken into consideration in determining who can use the Facility or any part thereof at any particular time:

- A. Use by one or more of the Cities shall take precedence over use by another entity;
- B. The amount of time the Cities may reserve the Facility for use during a Fiscal Year shall to the extent reasonably possible be allocated on a percentage basis in the same manner as the allocation of Shared Operational Costs is determined pursuant to Section 4.02 for that Fiscal Year; and
- C. Scheduling shall be in accordance with policies and procedures approved by the Facility Executive Board.

The Master Schedule shall be reviewed on a regular basis by the Facility Operations Committee, which shall have the authority to amend the Master Schedule. The Cities may agree to reassign the duties of preparing and maintaining the Master Schedule to a different City without the necessity of amending this Agreement provided such reassignment is memorialized in writing and signed by the members of the Facility Executive Committee. Notwithstanding Paragraph B, above, if the actual amount of time the Facility is used by the Cities during a Fiscal Year differs from the allocation of time to which the Cities are entitled during that Fiscal Year because one or more of the Cities elected to use the Facility when the Facility was not scheduled for use by any of the other Cities, there shall be no adjustment of the Cities’ shares of the Annual Facility Budget.

EXHIBIT A

4.08 Maintenance of the Facility. Upon the Acceptance Date, the Carrollton Fire Chief, or designee, shall be responsible for coordinating and inspecting the repair and maintenance of the Facility on behalf of the Cities. Carrollton shall not be required to directly spend any funds with respect to the performance of any repairs or maintenance, which expenditures shall be paid from the Fire Training Facility Funds pursuant to agreements entered into between Farmers Branch and the appropriate contractor or vendor on behalf of the Cities.

4.09 Right to Access and Use Facility. Provided a City has complied with the provisions of this Agreement including, but not limited to, payment of the City's share of Shared Capital Costs and Shared Operational Costs, each City shall have the right to access and use the Facility in accordance with the policies and procedures established by the Facility Executive Board. At no time shall the Facility Executive Board be authorized to adopt any rule or procedure which excludes a City from accessing or using the Facility as long as the City is not in default (after notice of such default has been received by the City and the City has been provided a reasonable opportunity to cure the default) of this Agreement.

4.10 Revenues from Third Party Use. The Cities agree that revenues received from charges and fees assessed to third parties for the use of the Facility shall be applied in the following priority:

A. Payment for any consumables used by the third party during its use of the Facility;

B. After deducting the amount required by Paragraph A, fifty percent (50%) of the net amount shall be placed in a Shared Operational Costs reserve fund the purpose of which is to hold the funds until the next subsequent Fiscal Year, at which time those funds may be identified as revenues and applied to the payment of the Shared Operational Costs; and

C. The remaining fifty percent (50%) of the net amount shall be placed in a Shared Capital Cost reserve fund and held until appropriated for payment of a future Shared Capital Cost.

4.11 Property and Casualty Insurance.

A. Farmers Branch agrees to purchase property fire and casualty insurance to cover damage or destruction to the Facility resulting from windstorm, tornados, fire, theft, or other casualty in an amount which provides for the replacement value of the Facility, including its structures and equipment.

B. The amount of the premium to be paid for the insurance coverage purchased pursuant to Section 4.11.A. shall be a line item in the Annual Facility Budget. Farmers Branch shall be entitled to reimbursement to the extent of the funds allocated to the Annual Facility Budget for the amount paid by Farmers Branch for the foregoing fire and casualty insurance.

EXHIBIT A

C. In the event of a casualty loss to any structure constructed as part of the Facility or equipment installed as part of the Facility, any proceeds paid from an insurance claim shall be first applied to the repair or replacement of the portion of the structure and/or equipment in the Facility which was damaged or destroyed. In the event the insurance claim proceeds received exceed the amount necessary to make the required repairs or replacement of improvements or equipment, such excess proceeds shall be placed in the Shared Capital Costs reserve fund for use on a subsequent Shared Capital Costs expenditure.

D. In the event that the damage or loss to the Facility is so extensive that the Cities elect to not reconstruct the Facility, insurance claim proceeds received by Farmers Branch in relation to the loss shall first be used to demolish the remaining improvements and restore the Facility Property to substantially the condition prior to the Effective Date, then to pay any accrued but not yet paid Shared Operational Costs, then distributed to the Cities based on the then current allocation for Shared Capital Costs.

4.12 Use of Existing Farmers Branch Office and Other Facilities.

A. Pursuant to this Agreement, Farmers Branch agrees to provide to the other Cities the non-exclusive right to use office space within Farmers Branch's Fire Station No. 3 for use by the training officers of the other Cities while the other Cities are conducting training at the Facility. The determination of which space shall be used shall be at the sole discretion of Farmers Branch. While Farmers Branch will use reasonable efforts to provide an unoccupied space, Carrollton, Coppell, and Addison understand and agree that the office space selected by Farmers Branch for use by the other Cities during training may also be occupied by Farmers Branch personnel.

B. Farmers Branch may, at its sole option, make such office space available to third parties using the Facility.

C. Farmers Branch agrees to make available to the Cities the following:

(1) Use of the training room and audio visual equipment located in Farmers Branch's Fire Station No. 3, when available during the days in which the other Cities are using the Facility; and

(2) Self-Contained Breathing Apparatus ("SCBA") compressor to recharge SCBA tanks; and

(3) Access to restrooms, coffee, and other public areas.

The Annual Facility Budget shall include funds to provide the amount to be paid to Farmers Branch to reimburse Farmers Branch for the reasonable costs of consumables used by the other Cities while using the space within Fire Station No. 3.

4.13 Utilities. Electricity to provide electrical power for the Facility and its equipment shall be separately metered. Farmers Branch shall be responsible for the timely payment of the

EXHIBIT A

electrical bill as part of the administrative services to be provided. The Cities understand and acknowledge that water consumed as part of the operation of the Facility will not initially be metered; however, the Annual Facility Budget shall include funds to be used to reimburse Farmers Branch for the estimated cost incurred by Farmers Branch for the consumption and use of such water.

4.14 Payment of Budgeted Funds. Addison, Carrollton and Coppell shall pay to Farmers Branch the amount of their respective shares of the funds identified in the Annual Facility Budget for each Fiscal Year on or before October 15th of each Fiscal Year during the Term. Such funds shall be credited to the appropriate Fire Training Facility Fund as indicated in the approved Facility Budget. Farmers Branch shall, upon the effective date of its Annual Budget, allocate its share of funds identified in the Facility Budget and credit such funds to the appropriate Fire Training Facility Fund as indicated in the approved Facility Budget.

V. DEFAULT

In the event any City shall fail in the performance of any of the terms and conditions of this Agreement; then such City shall be in default of this Agreement if such failure is not cured within thirty (30) days after written notice of such failure from any one or more non-defaulting Cities. The rights and ownership interests of such defaulting City under this Agreement shall be terminated without further notice provided that such defaulting City shall have such additional time to cure as may be required in the event of "Force Majeure." As liquidated damages in the event of such default, the ownership interest of such defaulting City in the Facility shall be forfeited to the non-defaulting Cities according to their pro-rata ownership thereof, and the rights of the defaulting City under this Agreement shall be terminated. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine.

VI. MISCELLANEOUS

6.01 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for City of Carrollton:

Leonard Martin, City Manager
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

With copy(ies) to:

Meredith Ladd, City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

EXHIBIT A

If intended for City of Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With copy(ies) to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for City of Farmers Branch:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy(ies) to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Town of Addison:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

With copy(ies) to:

City Attorney
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

6.02 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Cities shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Cities agree to submit to the personal and subject matter jurisdiction of said court.

6.03 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Cities under Texas law, or any other defenses the Cities are able to assert under Texas law, each City agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement. The covenants, obligations and liabilities of the Cities shall be several and not joint or collective. Each of the Cities shall be individually responsible for its own covenants, obligations and liabilities herein. It is not the intention of the Cities to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Cities.

6.04 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Cities waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. The Cities expressly acknowledge and agree that the construction, operation, and use of the Facility constitute a governmental function pursuant to the Texas Tort Claims Act, as amended.

EXHIBIT A

6.05 Entire Agreement. This Agreement represents the entire agreement among the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.07 Recitals. The recitals to this Agreement are incorporated herein.

6.08 Amendment. This Agreement may be amended by the mutual written agreement of all Cities.

6.09 Place of Performance. Performance and all matters related thereto shall be in Dallas County, Texas.

6.10 Authority to Enter Agreement. Each City has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each City has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective City.

6.11 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.13 Assignment. No City may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Cities.

6.14 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a City is required herein, such City shall not unreasonably withhold, delay or deny such consent or approval.

6.15 Good Faith Negotiation; Dispute Mediation. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Cities agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Cities shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 6.15 shall survive termination.

EXHIBIT A

6.17 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Cities, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.18 Source of Payment. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement.

6.19 Force Majeure. No City shall be liable to any or all of the other Cities for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the City's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected City's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the City shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

6.20 Liquidation of Center. Upon the termination of this Agreement, all equipment and property associated with the Facility (excluding the Facility Property and building) shall, to the extent allowed by law, be sold for the fair market cash value in a private sale, or pursuant to notice and competitive bidding or by auction and the sale proceeds distributed to the then remaining Cities according to their pro rata ownership thereof.

6.21 Additional Participating Parties. Additional cities or other governmental entities may become parties under the terms of this Agreement by an appropriate amendment to this Agreement approved by the governing body of each of the Cities.

6.22 Replacement of Original Agreement. This Agreement replaces and supersedes the Original Agreement. Notwithstanding the Effective Date of this Agreement, this Agreement shall deem to have been effective with respect to Carrollton, Coppell, and Farmers Branch as of April 1, 2016, said date being the effective date of the Original Agreement, but shall be effective as to Addison on the Effective Date of this Agreement.

(Signatures on Following Pages)

EXHIBIT A

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2016.

CITY OF CARROLLTON

By: _____
Leonard Martin, City Manager

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

EXHIBIT A

City of Coppel Signature Page

SIGNED AND AGREED this _____ day of _____, 2016.

CITY OF COPPELL

By: _____
Clay Phillips, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2016.

CITY OF FARMERS BRANCH

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

EXHIBIT A

Town of Addison's Signature Page

SIGNED AND AGREED this _____ day of _____, 2016.

TOWN OF ADDISON

By: _____
Wesley Pierson, City Manager

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Exhibit A Survey of Facility Property

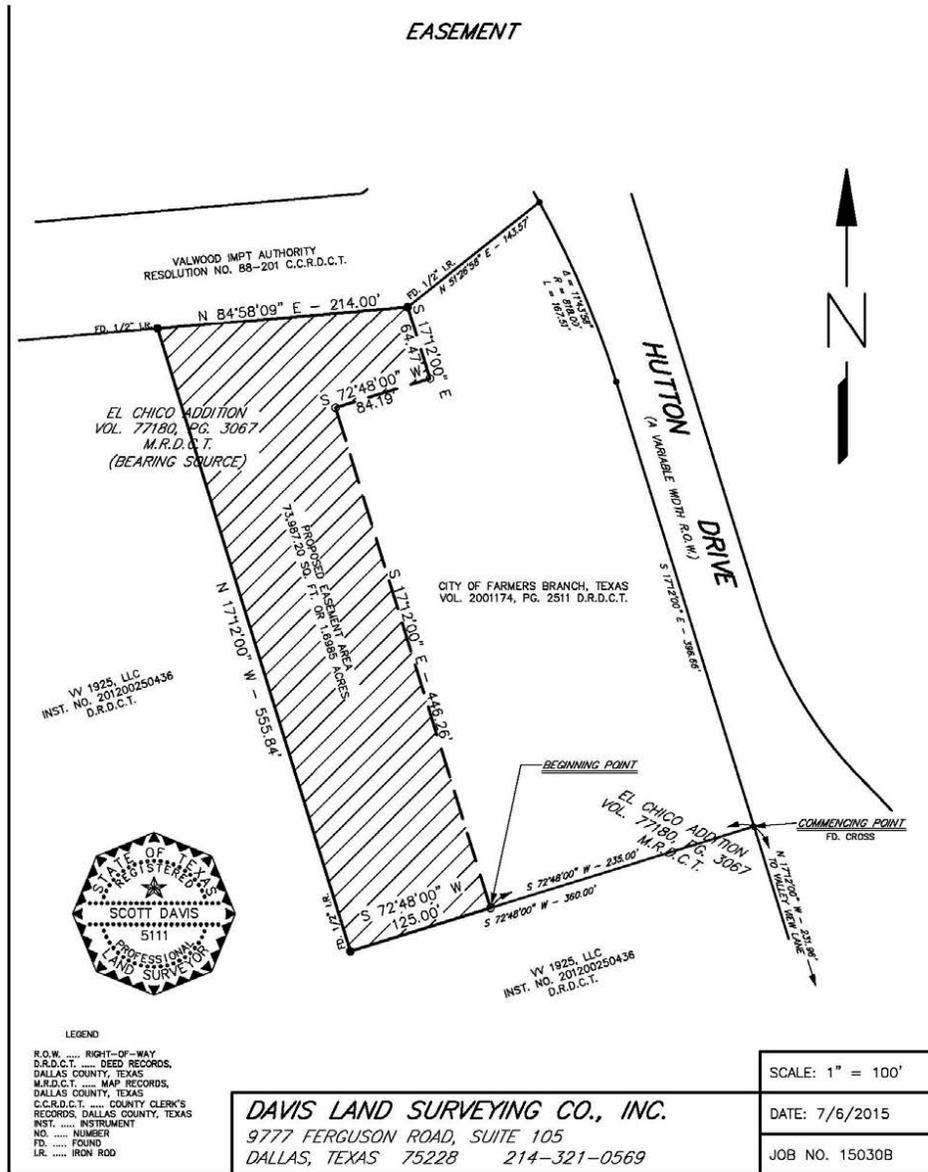


EXHIBIT B



Date

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments ("NCTCOG") and Government Payment Service, Inc. ("GPS") ("Master Contract"), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Master Contract, this engagement letter and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Master Contract.

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the City and your company agree in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

Wesley S. Pierson, City Manager

cc: North Central Texas Council of Governments

**CITY MANAGER'S
OFFICE**

P.O. Box 9010
Addison, TX 75001

phone: 972.450.7001
fax: 972.450.7043

ADDISONTEXAS.NET

IT ALL COMES
TOGETHER.